



Procedures on Housing	
Source: Human Resources Department and Material Resources Department**	Date in effect July 2006
Subject: Housing	Code: G-115-02-01
Approved by: Executive Committee	Revised: 2016-03-24
Other relevant policies/procedures: <ul style="list-style-type: none">▪ Moving, Transportation of Personal Belongings and Storage▪ On Allocation and Maintenance of Transits	

*Provisions under the responsibility of Material Resources Department are identified with asterisks next to the clause number (**); any other provisions are under Human Resources department's responsibility.*

1) OBJECTIVES

- 1.1 This Procedure establishes the criteria and procedures applicable to the allocation of housing for eligible employees of the Cree Board of Health and Social Services of James Bay (CBHSSJB). It also establishes the rules applicable to the maintenance and repair of the housing units as well as the responsibilities regarding the occupancy and maintenance of the properties.

This Procedure does not apply to transits which are governed by the Policy on Allocation and Maintenance of Transits.

2) FIELD OF APPLICATION

- 2.1 The present Procedure applies to all dwellings located in a cree community except for those specifically built from federal funds with the obligation to be exclusively used by physicians¹ and except transits.

Favoring the hiring of Cree Beneficiary managers, professionals or nurses in their own community², the CBHSSJB will strive to provide a temporary dwelling to these employees if they cannot otherwise be lodged. These employees must however apply to the housing program of their community and will have to accept such lodging as soon as offered.

¹ For dwellings located at 46 Salt Road and 44 Salt Road, Chisasibi

² Affiliated to the local band or domiciled in the community of assignment

3) DEFINITIONS

3.1 In this Procedure, the following words or expressions mean:

- a) **Dependent:** the spouse or the child(ren) of an employee who permanently reside with the employee in his community of assignment;
- b) **Dwelling:** any housing unit;
- c) **Employee:** a person employed by the CBHSSJB or, for the purposes of this Procedure, the Chairperson of the Board of Directors of the CBHSSJB, active members of the Council of Physicians, Dentists and Pharmacists (CPDP);
- d) **Employer:** the Cree Board of Health and Social Services of James Bay (CBHSSJB);
- e) **HR:** Human Resources Services;
- f) **Head of Admin.:** Coordinator of Administration Services in each community or his delegate; however for Chisasibi, this role is assumed by Material Resources department;
- g) **Local Authority:** person responsible for administering housing and more particularly Human Resources Services for dwellings in Chisasibi and the local director or his delegate for dwellings in any other Cree community;
- h) **Prioritized Positions:** positions requiring immediate availability of housing as determined by the Executive Committee;
- i) **Seniority :** number of days of work with the CBHSSJB since the last hiring date. In the case of a couple comprised of two CHB employees who are both entitled to housing, the seniority that counts as regards to this Procedure is for the employee with the most seniority. The category and seniority of doctors and dentists are established by taking into account their practice privileges within the region which are established by resolution of the Board of Directors;
- j) **Spouse:** persons:
 - who are married or joined in civil union and living together; or
 - of the same or opposite sex who are living as if they were married and are the father and mother of the same child; or
 - of the same or opposite sex who have been living as if they were married for at least one year.
- k) **Status :** status of employment determined as follows:
 - i. **Permanent full time employees (Status 1)** Employees, doctors or dentists hired on a permanent full time basis. However, status 2 full-time positions under federal government funding are considered status 1
 - ii. **Permanent part-time (at least 50%) employees (Status 3)**
 - iii. **Temporary full-time employees (Status 2)** Employees hired with a contract of 6 months and more on a full-time basis
 - iv. **Temporary part-time (at least 50%) employees (Status 4)** Employees hired with a contract of 6 months and more on a part-time basis.
- l) **Tenant:** the person to whom a housing unit was attributed.

4) ALLOCATION CRITERIA

Dwelling categories

4.1 Subject to priority criteria established in section 2 of the Board Policy, adequate housing for an eligible employee is determined as follow:

- a) **1 Bedroom unit**
Single employees and employees with a dependent spouse;
- b) **2 Bedroom unit**
Single employees and employees with a dependent;
- c) **3 Bedroom unit**
Employees with 2 dependents;
- d) **4 Bedroom unit**
Employees with 3 dependents;
- e) **5 Bedroom unit or more**
Employees with 4 dependents or more.

Sharing

4.2 An employee who shares a position with another employee (dividing working blocks over certain periods) may be required to occupy the same dwelling when on duty (time sharing).

Transit

4.3 The eligible employee staying in a temporary housing (transit) is automatically placed on the list of applicants for housing. When a housing unit meeting the needs of the employee becomes available, the employee must accept it. The employee who resided in a transit for the longest time period has first consideration when permanent lodging becomes available. No employee eligible to a dwelling will be allowed to stay in a transit when a dwelling corresponding to his status is vacant and available.

Dedicated housing

4.4 The Local Authority may dedicate up to 50% of its housing inventory where animals will not be allowed.

Employees who are granted such housing must respect the no pet(s) condition at all times; failing to do so, the tenant may be relocated to another unit at his own expense and pay for the incurred cost of cleaning.

5) DECLARATION OF STATUS WITH OR WITHOUT DEPENDENT

5.1 At the time of hiring, HR informs all employees of their obligation to fill and sign a "*Declaration of Status with or without Dependent*" (**Appendix A**) confirming their situation. All employees will be considered as single (individual) until a signed *Declaration* is received by HR.

The employee is responsible for notifying HR immediately of any change in status or any addition or departure of one or more of his dependents. HR may at any time request an employee to provide within 10 working days, any supporting documentation regarding his "*Declaration of Status with or without Dependent*".

6) POSTING AND APPLICATION

- 6.1 A notice informing employees of available dwelling(s) in their community of assignment shall be posted by the Local Authority for a period of at least 10 working days (**Appendix B**).

This posting is made through Lotus Notes, internal bulletin boards and/or on the intranet³ only once the dwelling is deemed ready for occupancy. All interested eligible employees must submit their written application by e-mail, fax or directly to the Local Authority within the specified time period.

- 6.2 The immediate supervisor of all new or relocated eligible employees has the responsibility to ensure that the application for housing is submitted to the Local Authority on behalf of their new employees.
- 6.3 As established in section 7 of the Board Policy, applications for available housing may be refused for employees who did not comply with their Dwelling Allocation Agreement (See **Appendix C**) or who would have caused damages by negligence to their past or present dwellings and who did not reimburse the CBHSSJB for the said damages.
- 6.4 Within 10 working days after the ending of the posting period the available dwelling will be allocated in accordance with the present Procedure.
- 6.5 If no application is received at the end of the posting period, the dwelling is deemed vacant and will be assigned to future eligible applicants (new employees, etc.).

7) MOVING, OCCUPANCY AND USE

- 7.1 At the beginning and at the end of employment and when transferring to another community or when the moving is at the request of the CBHSSJB, the latter assumes the moving expenses incurred according to the CBHSSJB Storage and Moving Policy in effect. Any other moves are at the expenses of the employee unless otherwise provided in his working conditions.

End of employment or transfer to another community

- 7.2 At the end of his employment or when transferred to another community, the employee (including his spouse and dependents if any) must move from the dwelling and empty it within 5 calendar days. However, an extension may be granted for valid reasons by the Local Authority.

Failing to comply with this delay, the CBHSSJB may empty the dwelling and the employee may be invoiced for any expenses thus incurred by the CBHSSJB, depending on the circumstances.

- 7.2.1 In situations of transfer to another community, the employee may benefit from storage benefit assumed by CBHSSJB for his furniture and personal belongings until he is granted permanent housing in his new community.

³ When available

- 7.3 Upon moving from his dwelling, a tenant must return all keys and copies of keys to the Local Authority⁴.

Temporary Leaves

- 7.4 In the case an employee temporarily leaves the locality where he is assigned for more than a month, he must notify his immediate supervisor; moreover, when the leave is for more than 6 consecutive months, the employee is considered as having vacated his dwelling.

The dwelling may then be re-allocated to another employee in accordance with section 4 above. The personal belongings of the employee in this situation may be moved or stored in an appropriate storage facility at the expense of the CBHSSJB.

8) CBHSSJB's OBLIGATIONS

- 8.1** The CBHSSJB undertakes to:

- a) maintain the dwellings in a proper safety conditions;
- b) provide the essential furniture in the dwellings such as major appliances, bed, table, chairs, blinds, etc.;
- c) maintain the appliances provided in a proper functioning order;
- d) ensure the major repairs are done within a reasonable time frame;
- e) assume the costs of utilities such as electricity and heating.

Snow removal

- 8.2** The CBHSSJB provide for the removal of snow for its multiple dwelling⁵ units for the parking and emergency exits only.

Any other snow removal will be the responsibility of the tenants, except when necessary to ensure access of services such as the fuel delivery.

9) RESPONSIBILITIES OF THE TENANT

Dwelling agreement and move-in

- 9.1 The employee must sign his dwelling agreement (**Appendix C**) and move to his new dwelling within 10 working days of the allocation. This delay can be exceptionally extended for valid reasons as approved by the Local Authority.

Obligations

- 9.2** The tenant undertakes to use the premises in a reasonable manner and to keep them in a state of cleanliness and good condition. More particularly, the tenant will take reasonable measures to protect the dwelling against losses or damage by misuse, frost or other causes as well as to protect any furniture and appliances provided and made available to the tenant subject to normal wear and tear.

⁴ The employee will have to pay a fee of \$20 for each key that is not returned.

⁵ A number of apartments in a building sharing either a common entrance or a common parking

- 9.3** The tenant must not remove, dispose nor exchange the CBHSSJB's furniture or appliances from his dwelling and cannot make any modifications to the premises (including locks) without having obtained prior written consent from the Head of Admin.
- 9.4** Protection devices, such as fire alarms and smoke detectors must always and at all time be in good operating order. The tenant must keep the smoke detector(s) in good working order and replace the battery when necessary.
- Fire extinguishers must be left where they were placed, i.e. well in sight and well in reach. Whenever the extinguishers are used, the tenant must report it immediately to the Head of Admin.
- Dangerous and hazardous products shall be stored appropriately and flammable liquids or fuel containers shall never be stored in the housing unit.
- 9.5** The tenant must ensure access to electrical entrances, distribution panels and meters boxes by not storing materials, goods, etc., in front of such units.
- 9.6** The tenant must report any malfunctioning or breakdown of equipment in writing to the Head of Admin. by submitting a Maintenance Request Form.
- 9.7** For multiple dwelling units, the tenant:
- must maintain the common areas exempted from any objects, articles, equipment, etc.;
 - shall not disturb the other tenants' enjoyment of the premises, especially by making noise or misusing the common areas, when applicable.

10) PETS

- 10.1 A tenant may be authorized to have or keep a maximum of 2 pets per housing unit.
- 10.2** The presence of a pet must not result in the following:
- a) causing deterioration or damages to the dwelling, the furniture as well as the surroundings, or of any CBHSSJB's property;
 - b) disturbing in any way the neighbours.

11) INSPECTIONS and MAINTENANCE WORK

- 11.1** The CBHSSJB may conduct routine inspections and perform maintenance work as required, provided it gives a 24 hours notice unless the tenant agrees otherwise or unless there is an emergency. Non-urgent repairs must be done between 7 am and 7 pm.
- If the tenant so desire, he may be on site during the inspection or preventive maintenance⁶ or assign somebody to be there on his behalf.

⁶ However, the time is not remunerated by the CBHSSJB

11.2** The Regional Material Resources Department (MRD) should conduct a minimum of one inspection per year for all dwellings, in order namely to:

- a) ensure the housing unit is kept in clean and safe conditions and that the furniture provided are in good condition;
- b) make sure that the various protection and safety devices are in proper functioning order;
- c) determine any repairs, renovations and improvements that need to be done;
- d) verify if the tenant is complying with his obligations according to the Housing Policies.

11.3** An inspection of the dwelling shall also be done by the Head of Admin.⁷ before a tenant moves in and before a tenant moves out.

The tenant must sign this inspection report.

12) FINAL PROVISIONS

Damages

12.1** The tenant is responsible for any damages, loss or deterioration to the CBHSSJB's dwellings (including its surroundings) or furniture (other than normal wear and tear) caused by his fault or negligence or by the negligence of a person or animal having access to the unit.

The CBHSSJB may invoice the tenant for any such damages as well as any recovery and legal fees, and recuperate or deduct any outstanding amount accordingly.

Insurance

12.2** The tenant has the sole responsibility to contract adequate insurance in order to cover any loss or damages to his belongings, etc. and to cover his civil liability⁸. The cost of such insurance is assumed by the employee.

13) ADMINISTRATION

13.1 Housing provided by an employer is a taxable benefit included in the employee's earned income in accordance with the Income Tax Acts.

13.2 The Local Authority is responsible for maintaining a list and description of all housing units in his community as well as a description of who occupies each unit and send this information every 3 months to the Coordinator of Staffing.

⁷ In Chisasibi this will be done by a representative of Material Resources and a representative from Human Resources Services

⁸ Including detached structures (shed, etc.),

14) APPLICATION OF THIS PROCEDURE

- 14.1 The Director of Human Resources Services is responsible for providing support in the interpretation of this Procedure and to ensure its revision when necessary except for provisions identified with an asterisk (**) in which case such responsibility is under the Regional Material Resources Department. However, any person referred to in this Procedure must abide by all its provisions and all managers of the CBHSSJB are responsible to ensure that all its provisions are applied and respected.

Review

- 14.2 This Procedure must be reviewed at least every 3 years.

Appendix A
CREE BOARD OF HEALTH AND
SOCIAL SERVICES OF JAMES BAY

DECLARATION OF STATUS with or without dependent

IDENTIFICATION

Name: _____ Employee No. _____

Date of hiring: _____ Job title: _____

Place of work: _____ S.I.N. _____

1) I declare that:

☐ I have no dependent
or

☐ I have the following dependents living and residing with me in my community of assignment or studying outside my community of assignment (required documentation must be provided)

Name	Family ties	Date of Birth	Residing with me (✓)	Studying outside (✓)
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

2) Moreover, I declare that:

My spouse works for a public or parapublic organization: Yes ☐ No ☐

If yes, identify the name of the organization: _____

I declare that the information given in the hereby form is accurate. Furthermore, I understand that I have the obligation to immediately inform Human Resources Services of any change regarding the declared status. I recognize that any false information or omission constitute a fraudulent action.

Signature

Date

HUMAN RESOURCES SERVICES

Amount of the isolation premium per year: _____

Prepared by: _____ Date: _____



Appendix B
Sample / Posting

Conseil Cri de la santé et des services sociaux de la Baie James
σᑕᑦᑯᑦᑭᑦ ᑭᑦ ᑭᑦ ᑭᑦ ᑭᑦ ᑭᑦ ᑭᑦ ᑭᑦ ᑭᑦ
Cree Board of Health and Social Services of James Bay

VACANT DWELLING CHISASIBI

One (1) Bedroom

C_____# _____

Posting date: December 1 to December 12, 20____.
Applications received after this date will not be considered.

Please send your application by e-mail, fax or directly to:

(name)
Administrative Technician
Human Resources Services

Applicants will be contacted as soon as the assessment/ allocation is completed.

Appendix C

DWELLING ALLOCATION AGREEMENT

Cree Board of Health and Social Services of James Bay (CBHSSJB)

I, _____ (*name of the employee*), agree to the following:

- Art. 1** I will be in dwelling _____ within 10 working days of the allocation which is _____ 20__. If I already live in one of the CBHSSJB's dwelling, I will move within the same day and empty my current dwelling.
- Art. 2:** I will keep my dwelling and its surroundings in good condition, as well as the furnishing it contains.
- Art. 3:** I will not remove, dispose nor exchange the CBHSSJB's furnishings and appliances.
- Art. 4:** I will not disturb the other occupants in their enjoyment of the premises, when applicable namely for multiple apartments settings, etc.
- Art. 5:** I will fill a *maintenance request* to report any problems with the dwelling or equipment.
- Art. 6:** I will not keep flammable liquids or fuel containers in the dwelling whether they are full or empty. The same applies to machines equipped with internal combustion engines such as compressor, motorcycles and snowmobiles.
- Art. 7:** Protection devices, such as fire alarms and smoke detectors must always, at all time be kept in good operating order. I will never put them out of service by disconnecting them or by removing the batteries.
- Art. 8:** I will leave fire extinguishers where they were placed (i.e. well in sight and well in reach).
- Art. 9:** I will not change the locks without prior consent of the CBHSSJB. This also applies to installing additional locks.
- Art. 10:** I will not make any changes in my dwelling (painting, installing wall units, etc.), without prior written consent from the CBHSSJB.
- Art. 11:** I will not have or keep more than 2 pets in my dwelling and if I have pets I agree that their presence must not result in the following:
- a) causing deterioration of the dwelling or its furnishings as well as its surroundings
 - b) disturbing the other occupants of the building occupied by the employee or the people in the neighborhood.

I also agree to inquire if any band by-law is in effect regarding custody and control of animals in the community and if so, to ensure the respect of any band by-law accordingly.

Art. 12: I agree to remedy promptly and at my expense to any deterioration or damages caused to the dwelling, the furnishings, equipment and surroundings unless due to normal wear and tear.

If I fail to do so, or if the repairs done are unsatisfactory or partially done, shall the CBHSSJB proceed with the repair of the premises or the replacement of furniture, I agree to refund the CBHSSJB for the expenses incurred within 15 days upon receiving an invoice from the CBHSSJB. I agree to refund the CBHSSJB of any recovery and legal fees related to the payment of the above-mentioned invoice.

Art. 13: I will leave my dwelling within 5 calendar days upon the end of my employment with the CBHSSJB. Upon moving, I will empty my dwelling from all personal belongings and return the keys (copies) of the dwelling to the Local Authority.

Art. 14: I have read and understand the *Housing Policy and its Procedures* and agree to comply with its provisions.

Art.15: My housing unit is identified as a “non-smoking housing unit ”:

No ☐ Yes ☐ in which case I agree to comply with the obligations related to such designation.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div>EMPLOYEE'S SIGNATURE</div>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div>DATE</div>
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